

Example

MEMORANDUM OF AGREEMENT TO SELL OR TRANSFER SOFTWARE

This memorandum provides the terms by which the (name of agency) will provide (receiving agency) with certain software known as (name of software). This Memorandum also governs (receiving agency) right to use the software and sets forth terms under which (name of agency) may provide future assistance to (receiving agency) with respect to the software.

This Memorandum constitutes the entire agreement of the parties and may be modified only by written Addendum signed by both parties. The terms of this agreement shall be interpreted according to the laws of the State of Utah.

The software subject to this agreement is the current version of (name of software). (name of agency) will provide (receiving agency) with (name of software) source software code and source framework code required to operate the (name of software) system. (receiving agency) agrees to promptly reimburse (name of agency) for any copying or other charges associated with transferring (name of software) to (receiving agency).

From time to time at (receiving agency)'s request, (name of agency) may provide additional assistance with respect to installation, operation or modification of (name of software). However, (name of agency) is not required to provide any additional assistance. If (name of agency) elects to provide additional assistance, the (receiving agency) shall promptly reimburse (name of agency) for all costs reasonably related thereto, including costs of personnel, travel, and telephone.

(receiving agency) acknowledges (name of agency)'s ownership and copyright of (name of software). (receiving agency) may not sell, distribute, share or otherwise divulge the (name of software) system or any part thereof without (name of agency)'s written consent.

(receiving agency) acknowledges it relies on its own judgment and expertise in selecting, accepting, and using (name of software). (name of agency) does not warrant (name of software)'s fitness for any particular purpose, nor does (name of agency) make any other express or implied warranty with respect to (name of software). (receiving agency) hereby waives any and all claims it may have against (name of agency) now or in the future arising from (name of software). (receiving agency) further agrees to indemnify and hold (name of agency) harmless with respect to any claim of a third party arising from (receiving agency)'s use of (name of software).

(name of agency)

Date:

(receiving agency)

Date: